66 L. T. Rep. (N. S.) 649, 17 Cox C. C. 509 (milk adulteration by servant); *State v. Mason* (1894) 26 Ore. 273, 36 Pac. 130, 26 L. R. A. 779 (libel published without knowledge of newspaper owner). In such cases no criminal intent is necessary. That the master is a corporation does not, therefore, relieve it. 7 Labatt, *Master and Servant,* 7932; Laski, *Vicarious Liability* (1916) 26 YALE LAW JOURNAL, 105, 130. Such absolute liability must depend upon the wording and purpose of the statute. 7 Labatt, *op. cit.* 7892. These statutes are not open to constitutional attack,—at least unless the fine is grossly disproportionate. *Ibid.* 7927; *New York Cent. & H. R. R. v. United States* (1909) 212 U. S. 481, 29 Sup. Ct. 304; see *Waters-Pierce Oil Co. v. Texas* (1908) 212 U. S. 86, 111, 29 Sup. Ct. 270. But the limit of criminal liability in all such cases has been a money fine, or confiscation of the property involved. *United State v. Brig Malek Adhei* (1844, U. S.) 2 How. 210, 233; *cf.* for a common procedure *Chase v. Proprietors, etc.* (1919, Mass.) 122 N. E. 162. It has been intimated, however, that imprisonment of the master might be sanctioned, at least where the law provides for imprisonment, on default of payment of a fine. See *Pearks, Gunston etc. v. Southern Counties Co. Ltd.* [1902] 2 K. B. 1, 11. And the question may well come up in a stronger form in case of prosecution for a second offense under the statute involved in the instant case. Although the majority refused to pass on this point, Crane, J., in a special concurrence indicated his strong opinion that such imprisonment could not be imposed. Even should the court decide to the contrary, it is difficult, in the absence of express direction, to see how such a penalty could be enforced against a corporation.

ESTOPPEL BY MISREPRESENTATION—EFFECT OF RECORDING ACTS—FAILURE TO RECORD EQUITABLE CLAIM.—The defendant permitted the record title to certain land to stand in the name of another. This other was to the defendant's knowledge engaged in a business which required the incurring of debts. The persons who were so extending credit relied upon the record and also upon the statement of the holder of the record title that he owned the property in question. The holder of the record title when faced with bankruptcy proceedings conveyed the property to the defendant. The trustee in bankruptcy brought the present action to recover it for the benefit of the creditors. *Held,* that he was entitled to the relief asked. *Bergin v. Blackwood* (1919, Minn.) 170 N. W. 507.

See COMMENTS, p. 685, *supra.*

HUSBAND AND WIFE—FRAUDULENT CONVEYANCE IN CONTEMPLATION OF MARRIAGE—RECOVERY OF DOWER RIGHT.—A widowed father conveyed all his property to his son without consideration. At the time, he was considering re-marriage, and although he had no particular woman in mind, his motive in making the conveyance was to deprive any future wife of her marital rights in his property. Twenty-two months later he married the plaintiff, and lived with her for more than a year until his death. The plaintiff widow brought a bill in equity, setting out these facts and praying that the deed to the son be set aside, and that she recover her dower and homestead rights. *Held,* that a demurrer to the bill had been improperly sustained. *Jarvis v. Jarvis* (1919, Ill.) 122 N. E. 121.

Equity has always enforced a wife's marital rights in property which her husband conveyed upon the "eve of marriage" with the intent to defraud her. *Roberts v. Roberts* (1917) 131 Ark. 90, 198 S. W. 697; *Deke v. Huenkemeier* (1913) 260 Ill. 131, 102 N. E. 1059. Fraudulent intent must appear. A genuine desire to make reasonable provision for children by a former wife validates the conveyance. *Goff v. Goff's Exrs.* (1917) 175 Ky. 75, 193 S. W. 1009; *Kinne v. Webb* (1893, C. C. A. 8th) 54 Fed. 34. Also the conveyance must have been

made upon the "eve of marriage" or "in contemplation of marriage." The interpretation of these phrases has undergone a marked change. Formerly, the wife could not recover unless the conveyance had been made during the engagement period or, at least, during the courtship. *Butler v. Butler* (1879) 21 Kan. 521; *Gainor v. Gainor* (1868) 26 Ia. 337, overruled in *Beechley v. Beechley* (1907) 134 Ia. 75, 108 N. W. 762; *cf. Allen v. Allen* (1912) 213 Mass. 29, 99 N. E. 462. The principal case represents the modern interpretation that the conveyance is invalid even if made before acquaintance with the wife, provided the husband's intention, at the time, was to defeat the marital rights of any person he might later marry. *Higgins v. Higgins* (1905) 219 Ill. 146, 76 N. E. 86; *Beechley v. Beechley, supra.* This extension has led to a change of view as to origin. Under the earlier rule, the right seemed to spring from the peculiarly confidential relationship between persons already affianced, a relationship in which the law imposed a duty to refrain from any act exhibiting bad faith. *Ward v. Ward* (1900) 63 Oh. St. 125, 57 N. E. 1095. This reason loses its true ring when the parties may, at the time of the conveyance, be utter strangers. Of late, therefore, the courts have been reasoning on the analogy of a voluntary conveyance, with the intent to defraud future creditors, by one who contemplates contracting debts. *Deke v. Huenkemeier, supra; McAulay v. McAulay* (1913) 96 S. C. 86, 79 S. E. 785. It would seem that the principal case can best be supported on this ground.

LIBEL AND SLANDER—LIABILITY OF CORPORATION.—The manager of the defendant corporation accused his predecessor, the plaintiff, of theft of property belonging to the corporation, and directed a search of his goods. The plaintiff joined the corporation and its manager as co-defendants in an action for slander. *Held,* that both defendants were liable, the corporation because its agent had acted within the scope of his employment. *Cotton v. Fisheries Products Co.* (1918, N. C.) 97 S. E. 712.

Distinction is no longer made between the liability of a corporation and of a natural person for the torts of agent and servants. *Goodspeed v. East Haddam Bank* (1853) 22 Conn. 530; *Denver & R. G. Ry. v. Harris* (1887) 122 U. S. 597, 7 Sup. Ct. 1286. That corporations of earlier days were in general exempted from such liability may be explained by their being then mostly of a public or charitable nature; a ground no longer applicable. See 7 R. C. L. 682. Some recent writers, admitting that private corporations can be held for most torts, would make an exception of slander, on the ground that one cannot slander by deputy. Townshend, *Slander and Libel* (4th ed., 1890) 474; Jaggard, *Torts,* 170; *contra,* Newell, *Slander and Libel* (3d ed., 1914) 436. This hardly seems tenable. The rule that a slanderer is not liable for repetitions by his hearer is wholly a limitation imposed by policy on a liability which would normally otherwise exist. But suppose the slanderer expressly authorized a repetition to a third party; or suppose he drilled an innocent person who was ignorant of the language, and got such person to publish the words: would he not be answerable for the slander in the repetition? There is more foundation for the limitation imposed by some courts, that the corporation is not to be held for mere loquacity in its agents, and is not liable unless it has authorized or ratified the particular act of uttering the slander. *Behre v. National Cash Register Co.* (1897) 100 Ga. 213, 27 S. E. 986; *McIntire v. Cudahy Packing Co.* (1913) 179 Ala. 404, 60 So. 848. But so long as the law is settled the other way, for individuals and corporations, in other torts generally and even in libel, there seems to be little reason to make a lonesome exception of spoken defamation. *Hypes v. Southern Ry.* (1909) 82 S. C. 315, 64 S. E. 695, 21 L. R. A. (N. S.) 873. The more consistent view is that of the instant decision, for which there is ample authority. *Payton v. People's Credit Clothing Co.*